
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

Form 10-Q/A

Amendment No. 1

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2003

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission file number 333-85141

HUNTSMAN INTERNATIONAL LLC

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

87-0630358
(I.R.S. Employer
Identification No.)

500 Huntsman Way
Salt Lake City, Utah 84108
(801) 584-5700

(Address of principal executive offices and telephone number)

Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes No

On August 14, 2003, 1,000 member equity units of Huntsman International LLC were outstanding. There is no established trading market for Registrant's units of membership interest. All of Registrant's units of membership interest are held by an affiliate.

EXPLANATORY NOTE

This Amendment No. 1 on Form 10-Q/A amends "Item 6 Exhibits and Reports on Form 8-K" contained in the Form 10-Q for the quarter ended June 30, 2003 (the "Form 10-Q") filed by Huntsman International LLC on August 14, 2003. This Form 10-Q/A amends the Form 10-Q to disclose certain redacted information from Exhibits 10.1 and 10.3 to the Form 10-Q. All other portions of the Form 10-Q remain in effect as filed.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

- (a) Exhibits.

- 10.1+ Supply Agreement, dated June 30, 2003, between Huntsman Holland BV and Huntsman Advanced Materials LLC
- 10.2+ Service Level Agreement, dated June 30, 2003, among Huntsman International LLC, Huntsman (Europe) BVBA, and Huntsman Advanced Materials LLC (incorporated by reference to Exhibit 10.2 to our quarterly report on Form 10-Q for the quarter ended June 30, 2003 filed with the Securities and Exchange Commission on August 14, 2003)
- 10.3+ Supply Agreement, dated June 30, 2003, between Huntsman Holland BV and Huntsman Advanced Materials LLC
- 31.1 Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 31.2 Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 32.1 Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 32.1 to our quarterly report on Form 10-Q for the quarter ended June 30, 2003 filed with the Securities and Exchange Commission on August 14, 2003)
- 32.2 Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (incorporated by reference to Exhibit 31.2 to our quarterly report on Form 10-Q for the quarter ended June 30, 2003 filed with the Securities and Exchange Commission on August 14, 2003)

(b) Reports Submitted on Form 8-K:

We filed current reports on Form 8-K on the following dates:

April 2, 2003, with respect to Item 9;

April 11, 2003, with respect to Item 9;

April 28, 2003, with respect to Items 9 and 12; and

July 29, 2003, with respect to Item 12.

+ **Certain confidential portions of this exhibit were omitted by means of redacting a portion of the text. This exhibit, with the omitted information, has been filed separately with the Secretary of the Commission pursuant to our Company's Application for Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934.**

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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HUNTSMAN INTERNATIONAL LLC

By: /s/ J. KIMO ESPLIN

J. Kimo Esplin
Executive Vice President and Chief Financial Officer
(Authorized Signatory and Principal Financial and
Accounting Officer)

Date: December 8, 2003

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Exhibit Index

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 - 10.2+ Service Level Agreement, dated June 30, 2003, among Huntsman International LLC, Huntsman (Europe) BVBA, and Huntsman Advanced Materials LLC (incorporated by reference to Exhibit 10.2 to our quarterly report on Form 10-Q for the quarter ended June 30, 2003 filed with the Securities and Exchange Commission on August 14, 2003)
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- + **Certain confidential portions of this exhibit were omitted by means of redacting a portion of the text. This exhibit, with the omitted information, has been filed separately with the Secretary of the Commission pursuant to our Company's Application for Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934.**
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[EXPLANATORY NOTE](#)

[ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K](#)

[SIGNATURE](#)
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CONFIDENTIAL TREATMENT REQUESTED

*** Certain portions of this exhibit were omitted and marked with "****". Copies of this exhibit containing the omitted information have been filed separately with the Securities and Exchange Commission pursuant to the Company's Application for Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934.

Exhibit 10.1

SUPPLY AGREEMENT

This agreement is entered into on June 30, 2003, between:

HUNTSMAN HOLLAND BV (hereinafter referred to as "Huntsman"), having its registered office at Merseyweg 10, NL-3197 KG Botlek RT, Rozenburg, The Netherlands; and

HAM LLC (hereinafter referred to as "Customer"), having its registered office at 500 Huntsman Way, Salt Lake City, UT 84108

Conditions Precedent: this agreement will only become effective upon the consummation of the proposed acquisition of the Vantico Group of Companies by Matlin Patterson.

Huntsman and Customer have agreed subject to the Conditions Precedent above on the following terms and conditions for the sale and supply of certain products by Huntsman (seller) to Customer (buyer).

Products: JEFFAMINES® including those listed in the Price/Price Review clause of this agreement.

Material Safety Data Sheets (MSDS): Attached hereto in Annex 1.

Specifications: As attached hereto in Annex 2.

Duration: From the date of consummation of the proposed acquisition of the Vantico Group of Companies by Matlin Patterson until 31 December 2005 ("Initial Duration"). Thereafter this Agreement shall automatically continue for successive periods of one calendar year, unless either party terminates this Agreement by giving at least six (6) months written notice prior to the end of the Initial Duration or, thereafter, prior to the end of the then current calendar year.

Quantity—Huntsman's Maximum Supply Obligation: *** te per calendar year in total for the various grades listed in the Price/Price Review clause of this agreement. Quantities for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Quantity—Customer's Minimum Purchase Obligation: *** te per calendar year in total for the various grades listed in the Price/Price Review clause of this agreement. Quantities for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis. In the event that Customer's total annual requirement for Product falls below the minimum obligation to purchase, Customer will not be obligated to purchase from Huntsman quantities in excess of those required.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Forecasting:

Annual Forecast: For the year 2003, Customer expects its requirements for the products to be *** te in total for the various grades listed in the Price/Price Review clause of this agreement. Requirements for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis. Customer will provide to Huntsman an annual forecast for each calendar year following 2003 during the fourth quarter of the preceding calendar year.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Rolling Forecast: The Customer shall provide Huntsman with a rolling three month forecast of the quantities required by Customer location and grade. The first month of this forecast shall be regarded as a binding commitment.

Quality: Huntsman warrants that the products supplied to Customer hereunder shall meet the attached specifications. Otherwise, Huntsman makes no other warranty, whether express or implied, including warranties of merchantability or fitness for any particular purpose or otherwise.

Price/Price Review: Prices for the year 2003 are as follows and subject to the price matching clause below:

Drum pricing is also valid for grouped products.

GRADE		PRICE (EURO/TE)
D 230	Bulk (min 24-25 T) IBC full truck delivered	*** DDP European Locations ***
DRUMS		
D 230	Min. 10 T lots	***
	Min. 5 T lots	***
D 400	Min. 10 T lots	***
	Min. 5 T lots	***
D 2000	Min. 10 T lots	***
	Min. 5 T lots	***
T 403	Min. 10 T lots	***
	Min. 5 T lots	***
Acc. 399	Min. 10 T lots	***
	Min. 5 T lots	***

*** Portions of this table have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

For each subsequent calendar year, the price will be mutually agreed during the fourth quarter of the preceding calendar year.

Payment Term: End of the month of invoice.

GRADE	VOLUME (LBS)	PRICE (USD/LB)
RUBINATE 1820	***	***
RUBINATE 2020	***	***
RUBINATE 3050	***	***
RUBINATE 5005	***	***

*** Portions of this table have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

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For each subsequent calendar year, prices will be mutually agreed during the fourth quarter of the preceding calendar year.

Payment Term: End of the month of invoice.

Delivery Terms: Delivered Duty Paid (DDP—Incoterms 2000) to any customer site.

Shipment—Minimum Packaging:

Parties shall from time to time separately agree on required transportation, product handling and ordering procedures.

Other Terms: Other ordering, quality control, transportation, product handling and other supply chain formalities will be separately agreed between the parties from time to time. In addition, Huntsman's General Terms and Conditions of Sale ("GT&C") shall apply. In case of deviation between these GT&C and the terms of this Agreement, the latter shall prevail.

Applicable Law—Jurisdiction: Dutch law—Courts of Rotterdam, The Netherlands.

The parties have caused this Agreement to be executed in two (2) originals by their duly authorized and empowered representatives and each party acknowledges having receiving its original.

Huntsman Holland BV

by: /s/ M.J. VAN DE MEER

Name: MJ van de Meer
Title: Managing Director
Date: 30 June 2003

Huntsman Advanced Materials LLC

by: /s/ JOHN R. HESKETT

Name: John R. Heskett
Title: Vice President
Date: June 30, 2003

Annex 1: Material Safety Data Sheets

Annex 2: Specifications of Products

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[Exhibit 10.1](#)

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CONFIDENTIAL TREATMENT REQUESTED

*** Certain portions of this exhibit were omitted and marked with "****". Copies of this exhibit containing the omitted information have been filed separately with the Securities and Exchange Commission pursuant to the Company's Application for Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934.

Exhibit 10.3

SUPPLY AGREEMENT

This agreement is entered into on June 30, 2003, between:

HUNTSMAN HOLLAND BV (hereinafter referred to as "Huntsman"), having its registered office at Merseyweg 10, NL-3197 KG Botlek RT, Rozenburg, The Netherlands; and

HUNTSMAN ADVANCED MATERIALS LLC (hereinafter referred to as "Customer"), having its registered office at 500 Huntsman Way, Salt Lake City, UT 84108.

Conditions Precedent: this agreement will only become effective upon the consummation of the proposed acquisition of the Vantico Group of Companies by Matlin Patterson.

Huntsman and Customer have agreed subject to the Conditions Precedent above on the following terms and conditions for the sale and supply of certain products by Huntsman (seller) to Customer (buyer).

Products: Polymeric MDI, Low Functionality MDI Variants and Mid Functionality MDI Variants including those listed in the Price/Price Review clause of this agreement.

Material Safety Data Sheets (MSDS): Attached hereto in Annex 1.

Specifications: As attached hereto in Annex 2.

Duration: From the date of consummation of the proposed acquisition of Vantico by Matlin Patterson until 31 December 2005 ("Initial Duration"). Thereafter this Agreement shall automatically continue for successive periods of one calendar year, unless either party terminates this Agreement by giving at least six (6) months written notice prior to the end of the Initial Duration or, thereafter, prior to the end of the then current calendar year.

Quantity—Huntsman's Maximum Supply Obligation: *** te per calendar year in total for the various grades listed in the Price/Price Review clause of this agreement. Quantities for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Quantity—Customer's Maximum Supply Obligation: *** te per calendar year in total for the various grades listed in the Price/Price Review clause of this agreement. Quantities for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis. In the event that Customer's total annual requirement for Product falls below the minimum obligation to purchase, Customer will not be obligated to purchase from Huntsman quantities in excess of those required.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Forecasting:

Annual: For the year 2003, Customer expects its requirement for the products to be *** te in total for the various grades listed in the Price/Price Review clause of this agreement. Requirements for the remaining part of 2003 after the start date of the Initial Duration shall be calculated from this on a pro-rata basis. Customer will provide to Huntsman an annual forecast for each calendar year following 2003 during the fourth quarter of the preceding calendar year.

*** Portions of this paragraph have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

Rolling Forecast: The Customer shall provide Huntsman with a rolling three month forecast of the quantities required by Customer location and grade. The first month of this forecast shall be regarded as a binding commitment.

Quality: Huntsman warrants that the products supplied to Customer hereunder shall meet the attached specifications. Otherwise, Huntsman makes no other warranty, whether express or implied, including warranties of merchantability or fitness for any particular purpose or otherwise.

Price/Price Review: Prices for the year 2003 are as follows:

GRADE	PRICE (EURO/TE)
SUPRASEC 2020	***
SUPRASEC 2085	***
SUPRASEC 2086	***
SUPRASEC 2496	***
SUPRASEC 2647	***
SUPRASEC 3050	***
SUPRASEC 3051	***
SUPRASEC 5005	***
SUPRASEC 5025	***

*** Portions of this table have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

US—for truck load quantities delivered packaged in drums

GRADE	VOLUME (LBS)	PRICE (USD/LB)
RUBINATE 1820	***	***
RUBINATE 2020	***	***
RUBINATE 3050	***	***
RUBINATE 5005	***	***

*** Portions of this table have been omitted pursuant to a request for confidential treatment filed separately with the Commission.

For each subsequent calendar year, prices will be mutually agreed during the fourth quarter of the preceding calendar year.

Payment Term: End of the month of invoice.

Delivery Terms: Delivered Duty Paid (DDP—Incoterms 2000) to any customer site.

Shipment—Minimum Packaging:

Parties shall from time to time separately agree on required transportation, product handling and ordering procedures.

Other Terms: Other ordering, quality control, transportation, product handling and other supply chain formalities will be separately agreed between the parties from time to time. In addition, Huntsman's General Terms and Conditions of Sale ("GT&C") shall apply. In case of deviation between these GT&C and the terms of this Agreement, the latter shall prevail.

Applicable Law—Jurisdiction: Dutch law—Courts of Rotterdam, The Netherlands.

The parties have caused this Agreement to be executed in two (2) originals by their duly authorized and empowered representatives and each party acknowledges having received its original.

Huntsman Holland BV

by: /s/ MJ VAN DE MEER

Name: MJ van de Meer
Title: Managing Director
Date: 30 June 2003

Huntsman Advanced Materials LLC

by: /s/ JOHN R. HESKETT

Name: John R. Heskett
Title: Vice President
Date: June 30, 2003

Annex 1: Material Safety Data Sheets

Annex 2: Specifications of Products

CERTIFICATION

I, Peter R. Huntsman, certify that:

1. I have reviewed the quarterly report on Form 10-Q as amended by this Form 10-Q/A of Huntsman International LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 8, 2003

/s/ PETER R. HUNTSMAN

Peter R. Huntsman
Chief Executive Officer

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[Exhibit 31.1](#)

CERTIFICATION

I, J. Kimo Esplin, certify that:

1. I have reviewed the quarterly report on Form 10-Q as amended by this Form 10-Q/A of Huntsman International LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 8, 2003

/s/ J. KIMO ESPLIN

J. Kimo Esplin
Chief Financial Officer

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[Exhibit 31.2](#)